

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	ESCP-A1476-DC (1-20)		
<b>Project Name/Number:</b>	ESCP-A1476-DC (1-20)/ESCP-A1476-DC (1-20)		

## Filing at a Glance

Company:	Protective Property & Casualty Insurance Company
Product Name:	ESCP-A1476-DC (1-20)
State:	District of Columbia
TOI:	17.1 Other Liability-Occ Only
Sub-TOI:	17.1004 Contractual Liability
Filing Type:	Form
Date Submitted:	01/14/2020
SERFF Tr Num:	PRTB-132221852
SERFF Status:	Closed-APPROVED
State Tr Num:	
State Status:	
Co Tr Num:	ESCP-A1476-DC (1-20)
Effective Date	On Approval
Requested (New):	
Effective Date	On Approval
Requested (Renewal):	
Author(s):	Lida Ruiz
Reviewer(s):	Carmen Belen (primary)
Disposition Date:	01/22/2020
Disposition Status:	APPROVED
Effective Date (New):	01/22/2020
Effective Date (Renewal):	01/22/2020

**State:** District of Columbia **Filing Company:** Protective Property & Casualty Insurance Company

**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1004 Contractual Liability

**Product Name:** ESCP-A1476-DC (1-20)

**Project Name/Number:** ESCP-A1476-DC (1-20)/ESCP-A1476-DC (1-20)

## General Information

Project Name: ESCP-A1476-DC (1-20) Status of Filing in Domicile: Not Filed  
Project Number: ESCP-A1476-DC (1-20) Domicile Status Comments: Specific to DC.  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 01/22/2020  
State Status Changed: Deemer Date:  
Created By: Lida Ruiz Submitted By: Lida Ruiz  
Corresponding Filing Tracking Number:

### Filing Description:

We are submitting this endorsement, ESCP-A1476-DC (1-20) to update and bring into compliance our reimbursement insurance policy, ESCP-IP1476 (11-16) approved on 1/24/2017, via PRTB-130829456.

Should you have questions, I may be contacted at 636-536-5611 or at lida.ruiz@protective.com.

## Company and Contact

### Filing Contact Information

Lida Ruiz, Paralegal II Lida.Ruiz@protective.com  
14755 North Outer Forty Rd., Suite 800-950-6060 [Phone]  
400 636-536-5643 [FAX]  
Chesterfield, MO 63017

### Filing Company Information

Protective Property & Casualty CoCode: 35769 State of Domicile: Missouri  
Insurance Company Group Code: 458 Company Type:  
14755 N. Outer Forty Road Group Name: State ID Number:  
Suite 400 FEIN Number: 43-1139865  
St. Louis, MO 63017  
(800) 950-6060 ext. [Phone]

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

<b>SERFF Tracking #:</b>	PRTB-132221852	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	ESCP-A1476-DC (1-20)
<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company		
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability				
<b>Product Name:</b>	ESCP-A1476-DC (1-20)				
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	01/22/2020	01/22/2020

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
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## Disposition

Disposition Date: 01/22/2020  
Effective Date (New): 01/22/2020  
Effective Date (Renewal): 01/22/2020  
Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Supporting Document	Reimbursement Insurance Policy and Approval	APPROVED	Yes
Form	District of Columbia Amendatory Endorsement	APPROVED	Yes

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	ESCP-A1476-DC (1-20)		
<b>Project Name/Number:</b>	ESCP-A1476-DC (1-20)/ESCP-A1476-DC (1-20)		

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 01/22/2020	District of Columbia Amendatory Endorsement	ESCP-A1476-DC (1-20)		END	New			ESCP-A1476-DC (1-20).pdf

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
**14755 North Outer Forty Road, Suite 400**  
**St. Louis, Missouri 63017**

**Endorsement to Policy Number: \_\_\_\_\_**

**District of Columbia Amendatory Endorsement**

**Extended Service Contract Contractual Liability Insurance Policy**

The following is added to Section 13. **CANCELLATION:**

Insured will be given thirty (30) days' notice prior to cancellation or non-renewal, regardless of the reason for termination, including non-payment of premium.

Company shall not cancel or non-renew the policy until a notice of cancellation or nonrenewal has been mailed or delivered to the Commissioner.

The following are changes under Section 20. **ARBITRATION:**

The arbitration will be governed by the District of Columbia Arbitration Law, the Revised Uniform Act, D.C. Code 16-4401, Arbitration Act of 2007.

It is understood that the arbitration shall only be binding upon the parties after the dispute arises and both parties agree.

ENDORSEMENT DATE: \_\_\_\_\_ AUTHORIZED OFFICER

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	ESCP-A1476-DC (1-20)		
<b>Project Name/Number:</b>	ESCP-A1476-DC (1-20)/ESCP-A1476-DC (1-20)		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/22/2020

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/22/2020

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/22/2020

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/22/2020

<b>Satisfied - Item:</b>	Reimbursement Insurance Policy and Approval
<b>Comments:</b>	The submitted endorsement will be used with the attached approved policy.
<b>Attachment(s):</b>	ESCP-IP1476 (11-16).pdf DC PRTB-130829456.pdf
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/22/2020

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
[14755 North Outer Forty Rd., Suite 400  
St. Louis, Missouri 63017]

**CONTRACTUAL LIABILITY INSURANCE POLICY**  
**(EXTENDED SERVICE CONTRACTS)**

**POLICY NUMBER:**

**DECLARATIONS**

**THESE DECLARATIONS FORM A PART OF THIS POLICY**

**INSURED AND ADDRESS:**

**POLICY PERIOD:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_  
(12:01 A.M. Standard Time at the address of the Insured)

**ENDORSEMENTS:** See attached.

**COUNTERSIGNED:** \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.  
(where required by law)

**By** \_\_\_\_\_, Authorized Agent



In consideration of the payment of the premium, in reliance upon the statements and representations made by Insured, and subject to the conditions, provisions, definitions and terms of this Policy, Protective Property & Casualty Insurance Company (herein referred to as "Company") and Insured named in the Declarations attached hereto, agree as follows:

### **INSURING AGREEMENT**

Company shall reimburse or pay, on behalf of Insured, any covered amount Insured is legally obligated to pay, or provide the service Insured is legally obligated to perform under the express terms and conditions of the Extended Service Contracts issued during the Policy Period.

If the Insured does not pay a valid claim within sixty (60) days after Proof of Loss covered by an Extended Service Contract has been filed with Insured, the Service Contract Purchaser may file a direct claim against Company.

If a Service Contract Purchaser submits a valid Proof of Loss to Company, and Company makes a determination that Insured is obligated to pay the Service Contract Purchaser under the terms and conditions of an Extended Service Contract, Insured will be bound by Company's determination.

### **DEFINITIONS**

Whenever used herein, the following terms shall be defined as follows:

**Insured** means only the person or entity named as the Insured in the Declarations.

**Extended Service Contract** means mechanical breakdown coverage on a contract form approved in writing by Company, issued by Insured and/or Insured's Contracted Dealers to its customers during the Policy Period set forth in the Declarations which obligates Insured to make necessary repairs to property described in the service contract form in the event of mechanical failure.

**Service Contract Purchaser** means any natural person or other legal entity who legally acquires the rights of ownership of a valid Extended Service Contract directly from Insured and Insured's Contracted Dealers, or as a qualified transferee of such purchaser under the terms and conditions of the Extended Service Contract.

**Insured's Contracted Dealers** means any dealership and/or manufacturer contracted by Insured through separate agreement to sell Extended Service Contracts.

**Claim Reserves** means funds calculated by Company to be set aside by Insured for estimated future claims on Extended Service Contracts.

**Proof of Loss** means a form acceptable by Company submitted to Insured or Company by a Service Contract Purchaser to obtain an amount due to the Service Contract Purchaser under an Extended Service Contract. The proof shall include information to identify the Insured and the nature and extent of loss.

## **TERMS AND CONDITIONS**

1. **POLICY PERIOD AND TERRITORY:** This Policy applies only to losses on Extended Service Contracts issued while this Policy is in force and that occur within the limits of the United States, its territories or possessions, and Canada (excluding transportation to and from Alaska and Hawaii).
2. **LIMIT OF LIABILITY:** Company's limit of liability, with respect to any one claim for an Extended Service Contract, shall not exceed the actual cash value of the property covered under such Extended Service Contract prior to the event giving rise to the claim. "Actual cash value" means the cost to repair or replace the damaged property with a material of like kind and quality, less allowance for deterioration and depreciation. Company's total limit of liability per Extended Service Contract shall not exceed the purchase price of the property covered under the Extended Service Contract paid by the person to whom the Extended Service Contract was originally issued.
3. **PREMIUMS:**
  - a. Insured shall report the sale and pay Company all premiums on all Extended Service Contracts issued by Insured within ten (10) days of the end of the calendar month in which the Extended Service Contracts are issued. All premiums shall be due and payable only in United States currency.
  - b. All premiums for this Policy shall be computed in accordance with the Company's rates and rules in effect at the time each Extended Service Contract is issued. The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to Company at the end of the Policy Period and at such times during the Policy Period as Company may direct.
  - c. In the event of cancellation of an Extended Service Contract by a Service Contract Purchaser, Company agrees to calculate earned premiums and effect refunds on a pro rata basis, in accordance with the customary pro rata tables. In the event an Extended Service Contract has not yet gone into effect at the time of cancellation by the Service Contract Purchaser, Company agrees to refund to Insured, for the account of the Service Contract Purchaser, the full amount of premium paid to Company for the Extended Service Contract.
  - d. The rates upon which premiums are based may be changed by Company, but such rate change shall not be effective until such time as Company has provided Insured with at least thirty (30) days advance notice of the change.

## **4. EXCLUSIONS**

This Policy provides coverage only for Insured's contractual obligations under a valid Extended Service Contract, and does not apply to any:

- a. Loss covered by applicable warranty provided by the manufacturer of the property.

- b. Liability for any and all consequential damages caused by repair work or failure to perform repair work by Insured, its agents or employees, or any other repair facility, its agents or employees.
- c. Duties or liabilities which arise and/or may arise by virtue of Insured's sale of a product which is the subject of an Extended Service Contract, or any part of such product.
- d. Any and all liability for negligence on the wrongful acts of third parties.
- e. Any and all liability for defective products and/or workmanship, including strict liability.
- f. Duties, liabilities or claims of Insured arising from any acts of fraud, or other dishonest or criminal acts of Insured or its agents or employees.
- g. Any and all garage keepers' liability.
- h. Duty, obligations or liability to anyone other than the Extended Service Contract Purchaser.
- i. Loss while the product is being used in any illicit trade or transportation or in the commission of a felony.
- j. Any duty to defend Insured in any lawsuit or other judicial or administrative proceeding.
- k. Insured's liability for making refunds on cancelled Extended Service Contracts.
- l. Loss or damage less than the deductible amount stated in the Insured's Extended Service Contract.
- m. Any and all liability for punitive and/or exemplary damages.
- n. Fees, costs, and expenses, including attorney fees, of any suit in law or in equity or any appeal, whether incurred by Insured in the defense of the suit or whether awarded to the claimant or his or her attorney(s).

## **5. INSURED'S OBLIGATIONS**

- a. **Duties in the Event of Occurrence, Claim or Suit:**
  - i. In the event of an occurrence likely to give rise to a claim hereunder, written notice containing particulars sufficient to identify the Insured, the Service Contract Purchaser, and also reasonable obtainable information with respect to the time, place and circumstances thereof, shall be given by or on behalf of the Insured to Company or any of its authorized agents as soon as practicable, but in no event later than thirty (30) days after loss.
  - ii. If claim is made or suit is brought against Insured, Insured shall immediately forward to Company every demand, notice, summons or other process received by it or its representative.

iii. Insured shall cooperate with Company and, upon Company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to Insured because of claims with respect to which insurance is afforded under this Policy.

b. **Reimbursement to Company:** If the claims on the Extended Service Contracts do not exceed the Claims Reserves set aside by Insured, including interest income earned and accrued, from the inception date of this Policy, Insured is obligated to reimburse Company monthly for any and all amounts paid under this Policy.

6. **ACTION AGAINST COMPANY:** No action shall lie against Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms and conditions of this Policy, nor until the amount of Insured's obligation to pay shall have been finally determined either by judgment against Insured after actual trial or by written agreement of Insured, the claimant and Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join Company as a party to any action against Insured to determine Insured's liability, nor shall Company be impleaded by Insured or its legal representative(s).

7. **OTHER INSURANCE:** The insurance afforded by this Policy is primary insurance except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and Insured has other insurance which is stated to be applicable to the loss on an excess of or contingent basis, the amount of Company's liability under this Policy shall not be reduced by the existence of such other insurance.

When both this insurance and the other insurance of Insured apply to the loss on the same basis, whether primary, excess or contingent, Company shall not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

a. **Contribution by Equal Shares:** If all such other valid and collectible insurance provides for contribution by equal shares, Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

b. **Contribution by Limits:** If any of such other insurance does not provide for contribution by equal shares, Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this Policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8. **SUBROGATION:** In the event of any payment(s) under this Policy, Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Insured shall do nothing to prejudice Company's rights. Company shall further have direct rights of action against

Insured for any payment(s) made under this Policy arising out of the breach or alleged breach of Insured's obligations under Extended Service Contracts and/or this Policy.

9. **INSPECTION AND AUDIT:** Company shall have the right, upon three days notice, to inspect and examine Insured's premises, books and other records (insofar as they relate to the insurance provided by this Policy), at any time during the Policy Period or any extension thereof and within three (3) years after the final termination of this Policy and to verify any statements made or submitted by or on behalf of Insured.
10. **INVESTIGATION:** If Company pays under this Policy, Insured will reimburse Company for any out-of-pocket expenses Company incurs in making the coverage determination. Out-of-pocket expenses include, but are not limited to, any amounts Company pays for the inspection of any product covered under an Extended Service Contract.
11. **CHANGES:** No waiver or change of the terms of this Policy shall be made except by endorsement, issued to form a part of this Policy and signed by an authorized representative of Company.
12. **ASSIGNMENT:** Assignments of interest under this Policy shall not bind Company until its consent is endorsed hereon.
13. **CANCELLATION:**
  - a. **Cancellation By Insured:** Insured has the right to cancel this Policy by mailing to Company at its address on the Declarations advance written notice of its intent to cancel this Policy and stating the date cancellation is to be effective.
  - b. **Cancellation by Company:** Company shall have the right to cancel this Policy without cause by giving thirty (30) days prior written notice to Insured at its address on the Declarations. Also, Company shall have the right to cancel this Policy by giving ten (10) days written notice for the following:
    - i. If required to do so by any regulatory body.
    - ii. In the event Insured does not make premium payment as required.
    - iii. In the event of any act of fraud by Insured.
    - iv. In the event of any violation of any of the terms of this Policy.
14. **NON-RENEWAL:** If Company decides not to renew this Policy, Company shall mail written notice to Insured's last known address appearing in Company's records. Notice will be mailed at least thirty (30) days before the anniversary date of this Policy. Proof of mailing a notice of non-renewal is sufficient proof of notice. The policy period ends on the effective date of non-renewal.
15. **EFFECT OF CANCELLATION OR NONRENEWAL:** If this Policy is cancelled or non-renewed:
  - a. Coverage afforded by this Policy shall continue to apply to Extended Service Contracts issued by Insured prior to the effective date of such cancellation or non-renewal.
  - b. Coverage as afforded by this Policy shall not apply to any Extended Service Contracts issued on or after the effective date of such cancellation or non-renewal.

16. **FRAUD OR MISREPRESENTATION:** This Policy was issued in reliance upon the information Insured provided Company to obtain this Policy. No coverage will be provided under this Policy if Insured, or any person or entity acting on Insured's behalf, concealed or misrepresented any material fact or circumstance, or engaged in any fraudulent conduct, at the time the application was made. By acceptance of this Policy, Insured agrees that the statements and declarations made in applying for insurance are complete and accurate, this Policy is issued in reliance upon the truth of such representations and declarations and that this Policy embodies all agreements existing between Insured and Company or any of its agents relating to this insurance.

17. **CONFORMITY TO STATUTE:** Any term of this Policy that conflicts with any applicable state statute or regulation is hereby amended to conform to the minimum requirements of such statute or regulation.

18. **NO BENEFIT TO BAILEE:**

The insurance afforded by this Policy shall not inure, directly or indirectly, to the benefit of any carrier or other bailee for loss to property covered by an Extended Service Contract.

19. **INSOLVENCY OR BANKRUPTCY OF INSURED:** The insolvency or bankruptcy of Insured shall not relieve Company of its obligations under this Policy. Should a judgment be rendered against an insolvent or bankrupt Insured, the Company shall be liable for the amount of such judgment not to exceed the applicable limit of liability under this Policy.

20. **ARBITRATION:**

It is understood and agreed that the transaction evidenced by this Policy takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Policy or the sale of this Policy, including for recovery of any claim under this Policy and including the applicability of this arbitration clause and the validity of this Policy, shall be resolved by neutral binding arbitration by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues of arbitration will be decided by the arbitrator(s).

- a. If Insured disputes Company's determination to deny Insured benefits under this Policy, Insured must submit written notice to Company of Insured's intent to arbitrate that dispute no later than at least ninety (90) days following Company's determination. Insured's failure to meet this time requirement will prevent Insured from disputing Company's determination, whether through arbitration or otherwise.
- b. The arbitration shall take place in a location near Insured's place of business before a single arbitrator or a panel of arbitrators selected in accordance with the NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be filed at any NAF office, [www.arb-forum.com](http://www.arb-forum.com), or P.O Box 50191, Minneapolis, Minnesota 55405. The NAF may be reached at 651-631-1105 or 800-474-2371.
- c. Except for the filing fee and costs any party other than us may incur to present its case, the cost of the arbitration shall be borne by Company; provided, however, that should the arbitrator(s) find that the other party has raised a dispute without substantial justification, the arbitrator(s) shall have the authority to order that the cost of the arbitration proceedings be borne by the other party.

- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.
- f. Neither party shall be precluded from instituting an action in court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitration or the commencement and completion of the arbitration hearing. Neither party may recover punitive or exemplary damage awards in any arbitration proceeding.
- g. The agreement to arbitrate will survive the termination of this Policy.

IF THIS POLICY IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**21. OTHER CONDITIONS:**

- a. This insurance shall confer no benefits to any third party, except as endorsed hereon.
- b. The Insured will also be required to pay as part of its obligations:
  - i. All expenses incurred by Company, and all costs taxed against Insured in any suit defended by Company and all interest on the entire amount of any judgment therein which accrue after entry of judgment.
  - ii. Premiums on appeal bonds required on any such suit and premiums on bonds to release attachments in any such suit.

**IN WITNESS WHEREOF**, Company has caused this Policy to be executed and attested. However, this Policy shall not be valid unless countersigned by a duly authorized agent of Company, where required by law.

[Authorized Officer]

[Authorized Officer]

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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	LPIC NAME CHANGE ACRCLP 2016		
<b>Project Name/Number:</b>	NAME CHANGE ACRCLP 2016/NAME CHANGE ACRCLP 2016		

## Filing at a Glance

Company:	Protective Property & Casualty Insurance Company
Product Name:	LPIC NAME CHANGE ACRCLP 2016
State:	District of Columbia
TOI:	17.1 Other Liability-Occ Only
Sub-TOI:	17.1004 Contractual Liability
Filing Type:	Form
Date Submitted:	12/02/2016
SERFF Tr Num:	PRTB-130829456
SERFF Status:	Closed-APPROVED
State Tr Num:	
State Status:	
Co Tr Num:	LPIC NAME CHANGE ACRCLP 2016
Co Status:	
Effective Date	12/30/2016
Requested (New):	
Effective Date	
Requested (Renewal):	
Author(s):	Bond Lovasz
Reviewer(s):	Angela King (primary)
Disposition Date:	01/24/2017
Disposition Status:	APPROVED
Effective Date (New):	01/24/2017
Effective Date (Renewal):	01/24/2017



**State:** District of Columbia **Filing Company:** Protective Property & Casualty Insurance Company

**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1004 Contractual Liability

**Product Name:** LPIC NAME CHANGE ACRCLP 2016

**Project Name/Number:** NAME CHANGE ACRCLP 2016/NAME CHANGE ACRCLP 2016

## General Information

Project Name: NAME CHANGE ACRCLP 2016 Status of Filing in Domicile:  
Project Number: NAME CHANGE ACRCLP 2016 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 01/24/2017 Company Status Changed:  
State Status Changed: Deemer Date:  
Created By: Bond Lovasz Submitted By: Bond Lovasz  
Corresponding Filing Tracking Number:

### Filing Description:

This submission is a replacement filing for the following previously approved forms:

ESCP-IP1476 (10/05)  
ESCP-E1476 (10/05)  
ESCP-A1476-DC (10/05)  
ESCP-TRIA-A1476 4/15

The insurer, Lyndon Property Insurance Company, changed its name to Protective Property & Casualty Insurance Company. This name change is the only change to the Policy. There was no change of ownership, management or operations, and the address and phone number for contacting the insurance company remains the same.

Also included for your approval is a Name Change Endorsement ESCP-CNC-E1476 (11/16) that will be attached to all previously issued and in-force policies.

If you have any questions, please contact me directly at (636)536-5678 or via email to bond.lovasz@protective.com.

Sincerely,  
Bond Lovasz

## Company and Contact

### Filing Contact Information

June French, Regulatory Analyst	June.French@Protective.com
14755 N. Outer Forty Road	800-950-6060 [Phone] 5608 [Ext]
Suite 400	636-536-9308 [FAX]
St. Louis, MO 63017	

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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	LPIC NAME CHANGE ACRCLP 2016		
<b>Project Name/Number:</b>	NAME CHANGE ACRCLP 2016/NAME CHANGE ACRCLP 2016		

**Filing Company Information**

Protective Property & Casualty Insurance Company	CoCode: 35769	State of Domicile: Missouri
14755 N. Outer Forty Road	Group Code: 458	Company Type:
Suite 400	Group Name:	State ID Number:
St. Louis, MO 63017	FEIN Number: 43-1139865	
(800) 950-6060 ext. [Phone]		

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**Filing Fees**

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

State:	District of Columbia	Filing Company:	Protective Property & Casualty Insurance Company
TOI/Sub-TOI:	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
Product Name:	LPIC NAME CHANGE ACRCPL 2016		
Project Name/Number:	NAME CHANGE ACRCPL 2016/NAME CHANGE ACRCPL 2016		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Angela King	01/24/2017	01/24/2017

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Angela King	12/23/2016	12/23/2016

#### Response Letters

Responded By	Created On	Date Submitted
Lida Ruiz	12/28/2016	12/28/2016

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	LPIC NAME CHANGE ACRCLP 2016		
<b>Project Name/Number:</b>	NAME CHANGE ACRCLP 2016/NAME CHANGE ACRCLP 2016		

## Disposition

Disposition Date: 01/24/2017  
Effective Date (New): 01/24/2017  
Effective Date (Renewal): 01/24/2017  
Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Form	Contractual Liability Insurance Policy (Extended Service Contracts)	APPROVED	Yes
Form	Contractual Liability Insurance Policy Endorsement	APPROVED	Yes
Form	Contractual Liability (Extended Service Contracts) Optional Endorsement	APPROVED	Yes
Form	Amendatory Endorsement to Contractual Liability Insurance Policy - Policyholder Disclosure Notice of Terrorism Insurance Coverage	APPROVED	Yes
Form	Amendatory Endorsement	APPROVED	Yes

State: District of Columbia

Filing Company: Protective Property & Casualty Insurance  
Company

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1004 Contractual Liability

Product Name: LPIC NAME CHANGE ACRCLP 2016

Project Name/Number: NAME CHANGE ACRCLP 2016/NAME CHANGE ACRCLP 2016

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/23/2016
Submitted Date	12/23/2016
Respond By Date	12/28/2016

Dear June French,

**Introduction:**

Have you received approval from our Licensing and Professional Services Division?

**Conclusion:**

Sincerely,

Angela King

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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	LPIC NAME CHANGE ACRCLP 2016		
<b>Project Name/Number:</b>	NAME CHANGE ACRCLP 2016/NAME CHANGE ACRCLP 2016		

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## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	12/28/2016
Submitted Date	12/28/2016

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Dear Angela King,

### **Introduction:**

Thank you for your objection letter dated 12/23/16.

### **Response 1**

#### **Comments:**

Yes, the District of Columbia approved the name change from Lyndon Property Insurance Company to Protective Property & Casualty Insurance Company.

The amended Certificate of Authority has an issue date of 12/21/16.

#### **Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

#### **Conclusion:**

We appreciate your review.

Sincerely,

Lida Ruiz

State: District of Columbia

Filing Company:

Protective Property &amp; Casualty Insurance Company

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1004 Contractual Liability

Product Name: LPIC NAME CHANGE ACRCLP 2016

Project Name/Number: NAME CHANGE ACRCLP 2016/NAME CHANGE ACRCLP 2016

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1	APPROVED 01/24/2017	Contractual Liability Insurance Policy (Extended Service Contracts)	ESCP-IP1476 (11/16)		PCF	Replaced	Previous Filing Number:	PRTB-125426275		ESCP-IP1476 (11-16).pdf
							Replaced Form Number:	ESCP-IP1476 (10/05)		
2	APPROVED 01/24/2017	Contractual Liability Insurance Policy Endorsement	ESCP-CNC-E1476 (11/16)		END	New				ESCP-CNC-E1476 (11-16).pdf
3	APPROVED 01/24/2017	Contractual Liability (Extended Service Contracts) Optional Endorsement	ESCP-E1476 (11/16)		END	Replaced	Previous Filing Number:	PRTB-125426275		ESCP-E1476 (11-16).pdf
							Replaced Form Number:	ESCP-E1476 (10/05)		
4	APPROVED 01/24/2017	Amendatory Endorsement to Contractual Liability Insurance Policy - Policyholder Disclosure Notice of Terrorism Insurance Coverage	ESCP-TRIA-A1476 (11/16)		END	Replaced	Previous Filing Number:	PRTB-130010611		ESCP-TRIA-A1476 (11-16).pdf
							Replaced Form Number:	ESCP-TRIA-A1476 4/15		
5	APPROVED 01/24/2017	Amendatory Endorsement	ESCP-A1476-DC-1 (11/16)		END	Replaced	Previous Filing Number:	PRTB-125426275		ESCP-A1476-DC-1 (11-16).pdf
							Replaced Form Number:	ESCP-A1476-DC-1 (10/05)		

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
[14755 North Outer Forty Rd., Suite 400  
St. Louis, Missouri 63017]

**CONTRACTUAL LIABILITY INSURANCE POLICY**  
**(EXTENDED SERVICE CONTRACTS)**

**POLICY NUMBER:**

**DECLARATIONS**

**THESE DECLARATIONS FORM A PART OF THIS POLICY**

**INSURED AND ADDRESS:**

**POLICY PERIOD:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_  
**(12:01 A.M. Standard Time at the address of the Insured)**

**ENDORSEMENTS:** See attached.

**COUNTERSIGNED:** \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.  
**(where required by law)**

**By** \_\_\_\_\_, **Authorized Agent**



In consideration of the payment of the premium, in reliance upon the statements and representations made by Insured, and subject to the conditions, provisions, definitions and terms of this Policy, Protective Property & Casualty Insurance Company (herein referred to as “Company”) and Insured named in the Declarations attached hereto, agree as follows:

### **INSURING AGREEMENT**

Company shall reimburse or pay, on behalf of Insured, any covered amount Insured is legally obligated to pay, or provide the service Insured is legally obligated to perform under the express terms and conditions of the Extended Service Contracts issued during the Policy Period.

If the Insured does not pay a valid claim within sixty (60) days after Proof of Loss covered by an Extended Service Contract has been filed with Insured, the Service Contract Purchaser may file a direct claim against Company.

If a Service Contract Purchaser submits a valid Proof of Loss to Company, and Company makes a determination that Insured is obligated to pay the Service Contract Purchaser under the terms and conditions of an Extended Service Contract, Insured will be bound by Company’s determination.

### **DEFINITIONS**

Whenever used herein, the following terms shall be defined as follows:

**Insured** means only the person or entity named as the Insured in the Declarations.

**Extended Service Contract** means mechanical breakdown coverage on a contract form approved in writing by Company, issued by Insured and/or Insured’s Contracted Dealers to its customers during the Policy Period set forth in the Declarations which obligates Insured to make necessary repairs to property described in the service contract form in the event of mechanical failure.

**Service Contract Purchaser** means any natural person or other legal entity who legally acquires the rights of ownership of a valid Extended Service Contract directly from Insured and Insured’s Contracted Dealers, or as a qualified transferee of such purchaser under the terms and conditions of the Extended Service Contract.

**Insured’s Contracted Dealers** means any dealership and/or manufacturer contracted by Insured through separate agreement to sell Extended Service Contracts.

**Claim Reserves** means funds calculated by Company to be set aside by Insured for estimated future claims on Extended Service Contracts.

**Proof of Loss** means a form acceptable by Company submitted to Insured or Company by a Service Contract Purchaser to obtain an amount due to the Service Contract Purchaser under an Extended Service Contract. The proof shall include information to identify the Insured and the nature and extent of loss.

## **TERMS AND CONDITIONS**

1. **POLICY PERIOD AND TERRITORY:** This Policy applies only to losses on Extended Service Contracts issued while this Policy is in force and that occur within the limits of the United States, its territories or possessions, and Canada (excluding transportation to and from Alaska and Hawaii).
2. **LIMIT OF LIABILITY:** Company's limit of liability, with respect to any one claim for an Extended Service Contract, shall not exceed the actual cash value of the property covered under such Extended Service Contract prior to the event giving rise to the claim. "Actual cash value" means the cost to repair or replace the damaged property with a material of like kind and quality, less allowance for deterioration and depreciation. Company's total limit of liability per Extended Service Contract shall not exceed the purchase price of the property covered under the Extended Service Contract paid by the person to whom the Extended Service Contract was originally issued.
3. **PREMIUMS:**
  - a. Insured shall report the sale and pay Company all premiums on all Extended Service Contracts issued by Insured within ten (10) days of the end of the calendar month in which the Extended Service Contracts are issued. All premiums shall be due and payable only in United States currency.
  - b. All premiums for this Policy shall be computed in accordance with the Company's rates and rules in effect at the time each Extended Service Contract is issued. The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to Company at the end of the Policy Period and at such times during the Policy Period as Company may direct.
  - c. In the event of cancellation of an Extended Service Contract by a Service Contract Purchaser, Company agrees to calculate earned premiums and effect refunds on a pro rata basis, in accordance with the customary pro rata tables. In the event an Extended Service Contract has not yet gone into effect at the time of cancellation by the Service Contract Purchaser, Company agrees to refund to Insured, for the account of the Service Contract Purchaser, the full amount of premium paid to Company for the Extended Service Contract.
  - d. The rates upon which premiums are based may be changed by Company, but such rate change shall not be effective until such time as Company has provided Insured with at least thirty (30) days advance notice of the change.

## 4. **EXCLUSIONS**

This Policy provides coverage only for Insured's contractual obligations under a valid Extended Service Contract, and does not apply to any:

- a. Loss covered by applicable warranty provided by the manufacturer of the property.

- b. Liability for any and all consequential damages caused by repair work or failure to perform repair work by Insured, its agents or employees, or any other repair facility, its agents or employees.
- c. Duties or liabilities which arise and/or may arise by virtue of Insured's sale of a product which is the subject of an Extended Service Contract, or any part of such product.
- d. Any and all liability for negligence on the wrongful acts of third parties.
- e. Any and all liability for defective products and/or workmanship, including strict liability.
- f. Duties, liabilities or claims of Insured arising from any acts of fraud, or other dishonest or criminal acts of Insured or its agents or employees.
- g. Any and all garage keepers' liability.
- h. Duty, obligations or liability to anyone other than the Extended Service Contract Purchaser.
- i. Loss while the product is being used in any illicit trade or transportation or in the commission of a felony.
- j. Any duty to defend Insured in any lawsuit or other judicial or administrative proceeding.
- k. Insured's liability for making refunds on cancelled Extended Service Contracts.
- l. Loss or damage less than the deductible amount stated in the Insured's Extended Service Contract.
- m. Any and all liability for punitive and/or exemplary damages.
- n. Fees, costs, and expenses, including attorney fees, of any suit in law or in equity or any appeal, whether incurred by Insured in the defense of the suit or whether awarded to the claimant or his or her attorney(s).

## **5. INSURED'S OBLIGATIONS**

- a. **Duties in the Event of Occurrence, Claim or Suit:**
  - i. In the event of an occurrence likely to give rise to a claim hereunder, written notice containing particulars sufficient to identify the Insured, the Service Contract Purchaser, and also reasonable obtainable information with respect to the time, place and circumstances thereof, shall be given by or on behalf of the Insured to Company or any of its authorized agents as soon as practicable, but in no event later than thirty (30) days after loss.
  - ii. If claim is made or suit is brought against Insured, Insured shall immediately forward to Company every demand, notice, summons or other process received by it or its representative.

iii. Insured shall cooperate with Company and, upon Company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to Insured because of claims with respect to which insurance is afforded under this Policy.

b. **Reimbursement to Company:** If the claims on the Extended Service Contracts do not exceed the Claims Reserves set aside by Insured, including interest income earned and accrued, from the inception date of this Policy, Insured is obligated to reimburse Company monthly for any and all amounts paid under this Policy.

6. **ACTION AGAINST COMPANY:** No action shall lie against Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms and conditions of this Policy, nor until the amount of Insured's obligation to pay shall have been finally determined either by judgment against Insured after actual trial or by written agreement of Insured, the claimant and Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join Company as a party to any action against Insured to determine Insured's liability, nor shall Company be impleaded by Insured or its legal representative(s).

7. **OTHER INSURANCE:** The insurance afforded by this Policy is primary insurance except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and Insured has other insurance which is stated to be applicable to the loss on an excess of or contingent basis, the amount of Company's liability under this Policy shall not be reduced by the existence of such other insurance.

When both this insurance and the other insurance of Insured apply to the loss on the same basis, whether primary, excess or contingent, Company shall not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

a. **Contribution by Equal Shares:** If all such other valid and collectible insurance provides for contribution by equal shares, Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

b. **Contribution by Limits:** If any of such other insurance does not provide for contribution by equal shares, Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this Policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8. **SUBROGATION:** In the event of any payment(s) under this Policy, Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Insured shall do nothing to prejudice Company's rights. Company shall further have direct rights of action against

Insured for any payment(s) made under this Policy arising out of the breach or alleged breach of Insured's obligations under Extended Service Contracts and/or this Policy.

9. **INSPECTION AND AUDIT:** Company shall have the right, upon three days notice, to inspect and examine Insured's premises, books and other records (insofar as they relate to the insurance provided by this Policy), at any time during the Policy Period or any extension thereof and within three (3) years after the final termination of this Policy and to verify any statements made or submitted by or on behalf of Insured.
10. **INVESTIGATION:** If Company pays under this Policy, Insured will reimburse Company for any out-of-pocket expenses Company incurs in making the coverage determination. Out-of-pocket expenses include, but are not limited to, any amounts Company pays for the inspection of any product covered under an Extended Service Contract.
11. **CHANGES:** No waiver or change of the terms of this Policy shall be made except by endorsement, issued to form a part of this Policy and signed by an authorized representative of Company.
12. **ASSIGNMENT:** Assignments of interest under this Policy shall not bind Company until its consent is endorsed hereon.
13. **CANCELLATION:**
  - a. **Cancellation By Insured:** Insured has the right to cancel this Policy by mailing to Company at its address on the Declarations advance written notice of its intent to cancel this Policy and stating the date cancellation is to be effective.
  - b. **Cancellation by Company:** Company shall have the right to cancel this Policy without cause by giving thirty (30) days prior written notice to Insured at its address on the Declarations. Also, Company shall have the right to cancel this Policy by giving ten (10) days written notice for the following:
    - i. If required to do so by any regulatory body.
    - ii. In the event Insured does not make premium payment as required.
    - iii. In the event of any act of fraud by Insured.
    - iv. In the event of any violation of any of the terms of this Policy.
14. **NON-RENEWAL:** If Company decides not to renew this Policy, Company shall mail written notice to Insured's last known address appearing in Company's records. Notice will be mailed at least thirty (30) days before the anniversary date of this Policy. Proof of mailing a notice of non-renewal is sufficient proof of notice. The policy period ends on the effective date of non-renewal.
15. **EFFECT OF CANCELLATION OR NONRENEWAL:** If this Policy is cancelled or non-renewed:
  - a. Coverage afforded by this Policy shall continue to apply to Extended Service Contracts issued by Insured prior to the effective date of such cancellation or non-renewal.
  - b. Coverage as afforded by this Policy shall not apply to any Extended Service Contracts issued on or after the effective date of such cancellation or non-renewal.

16. **FRAUD OR MISREPRESENTATION:** This Policy was issued in reliance upon the information Insured provided Company to obtain this Policy. No coverage will be provided under this Policy if Insured, or any person or entity acting on Insured's behalf, concealed or misrepresented any material fact or circumstance, or engaged in any fraudulent conduct, at the time the application was made. By acceptance of this Policy, Insured agrees that the statements and declarations made in applying for insurance are complete and accurate, this Policy is issued in reliance upon the truth of such representations and declarations and that this Policy embodies all agreements existing between Insured and Company or any of its agents relating to this insurance.

17. **CONFORMITY TO STATUTE:** Any term of this Policy that conflicts with any applicable state statute or regulation is hereby amended to conform to the minimum requirements of such statute or regulation.

18. **NO BENEFIT TO BAILEE:**

The insurance afforded by this Policy shall not inure, directly or indirectly, to the benefit of any carrier or other bailee for loss to property covered by an Extended Service Contract.

19. **INSOLVENCY OR BANKRUPTCY OF INSURED:** The insolvency or bankruptcy of Insured shall not relieve Company of its obligations under this Policy. Should a judgment be rendered against an insolvent or bankrupt Insured, the Company shall be liable for the amount of such judgment not to exceed the applicable limit of liability under this Policy.

20. **ARBITRATION:**

It is understood and agreed that the transaction evidenced by this Policy takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Policy or the sale of this Policy, including for recovery of any claim under this Policy and including the applicability of this arbitration clause and the validity of this Policy, shall be resolved by neutral binding arbitration by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues of arbitration will be decided by the arbitrator(s).

- a. If Insured disputes Company's determination to deny Insured benefits under this Policy, Insured must submit written notice to Company of Insured's intent to arbitrate that dispute no later than at least ninety (90) days following Company's determination. Insured's failure to meet this time requirement will prevent Insured from disputing Company's determination, whether through arbitration or otherwise.
- b. The arbitration shall take place in a location near Insured's place of business before a single arbitrator or a panel of arbitrators selected in accordance with the NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be filed at any NAF office, [www.arb-forum.com](http://www.arb-forum.com), or P.O Box 50191, Minneapolis, Minnesota 55405. The NAF may be reached at 651-631-1105 or 800-474-2371.
- c. Except for the filing fee and costs any party other than us may incur to present its case, the cost of the arbitration shall be borne by Company; provided, however, that should the arbitrator(s) find that the other party has raised a dispute without substantial justification, the arbitrator(s) shall have the authority to order that the cost of the arbitration proceedings be borne by the other party.

- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.
- f. Neither party shall be precluded from instituting an action in court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitration or the commencement and completion of the arbitration hearing. Neither party may recover punitive or exemplary damage awards in any arbitration proceeding.
- g. The agreement to arbitrate will survive the termination of this Policy.

IF THIS POLICY IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**21. OTHER CONDITIONS:**

- a. This insurance shall confer no benefits to any third party, except as endorsed hereon.
- b. The Insured will also be required to pay as part of its obligations:
  - i. All expenses incurred by Company, and all costs taxed against Insured in any suit defended by Company and all interest on the entire amount of any judgment therein which accrue after entry of judgment.
  - ii. Premiums on appeal bonds required on any such suit and premiums on bonds to release attachments in any such suit.

**IN WITNESS WHEREOF**, Company has caused this Policy to be executed and attested. However, this Policy shall not be valid unless countersigned by a duly authorized agent of Company, where required by law.

[Authorized Officer]

[Authorized Officer]

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
**(Formerly known as LYNDON PROPERTY INSURANCE COMPANY)**  
**[14755 North Outer Forty Rd., Suite 400**  
**St. Louis, Missouri 63017]**

**CONTRACTUAL LIABILITY INSURANCE POLICY ENDORSEMENT**

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Lyndon Property Insurance Company has changed its name to Protective Property & Casualty Insurance Company.

Effective on the date shown below, references in the Policy identified below to "Lyndon Property Insurance Company" shall be changed to read "Protective Property & Casualty Insurance Company."

No terms or conditions in or benefits under the Policy have changed because of the name change. Protective Property & Casualty Insurance Company is responsible for all obligations and commitments that were made under the Policy.

This endorsement is a part of the Policy listed below and takes effect on the date shown below.

POLICY NO.:	INSURED:	DATE:
-------------	----------	-------

Authorized Officer

Authorized Officer



**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
**[14755 North Outer Forty Rd., Suite 400**  
**St. Louis, Missouri 63017]**

**CONTRACTUAL LIABILITY INSURANCE POLICY**  
**(EXTENDED SERVICE CONTRACTS)**  
**OPTIONAL ENDORSEMENT**

It is hereby understood and agreed that the provisions contained in this endorsement shall be and become provisions of the Policy to which this endorsement is attached with respect to the Insured.

Section 5.b., Reimbursement to Company, is deleted and replaced with the following:

- b.     **Reimbursement to Company:** If Insured is not insolvent, bankrupt or in receivership and Insured is financially able to perform or cause the performance of its contractual obligations under the Extended Service Contract, Insured is obligated to reimburse Company monthly for any and all amounts paid under this Policy.

All other provisions and conditions of the Policy remain unchanged.

This endorsement forms a part of and is for attachment to the following described Policy issued by Company and takes effect on the effective date of the Policy, unless another effective date is shown below, at the hour stated in the Policy and expires concurrently with the Policy.

Policy Number:

Effective Date:

[Authorized Officer]

[Authorized Officer]

ESCP-E1476 (11/16)

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
**[14755 North Outer Forty Rd., Suite 400**  
**St. Louis, Missouri 63017]**

**AMENDATORY ENDORSEMENT TO CONTRACTUAL LIABILITY INSURANCE POLICY**

**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**

This endorsement is attached to and made a part of the Policy in response to the disclosure requirements of the Terrorism Risk Insurance Act, as amended in 2015 (the "Act").

The Act requires insurers to provide coverage for certain losses caused by certain "acts of terrorism" as defined in the Act. The Act further provides that any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. Under the established formula, the United States Government will generally reimburse 85% in 2015, 84% in 2016, 83% in 2017, 82% in 2018, 81% in 2019, and 80% in 2020 of covered losses caused by certified acts of terrorism which exceed the statutorily established deductible.

The Act also contains a \$100 billion cap that limits the United States Government's reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses exceed \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Passage of the Act did not result in any change of coverage under the Policy. Coverage for acts of terrorism is included in the Policy, and no separate additional premium charge has been made for the terrorism coverage required by the Act.

This endorsement is a part of the Policy listed below and takes effect on the effective date of the Policy.

<b>POLICY NO.:</b>	<b>INSURED:</b>
--------------------	-----------------

[Authorized Officer]

[Authorized Officer]

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
**14755 N. Outer Forty Rd.**  
**St. Louis, Missouri 63017**

**ENDORSEMENT**

**District of Columbia Amendatory Endorsement to  
Extended Service Contract Contractual Liability Insurance Policy**

The following is added to Section 13.b. Cancellation:

Insured will be given thirty (30) days notice if this Policy is cancelled for non-payment of premium.

THIS ENDORSEMENT IS PART OF YOUR POLICY AND TAKES EFFECT ON THE  
EFFECTIVE DATE OF YOUR POLICY, UNLESS ANOTHER EFFECTIVE DATE IS SHOWN  
BELOW

Policy Number: \_\_\_\_\_

Endorsement No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Authorized Officer

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	LPIC NAME CHANGE ACRCPL 2016		
<b>Project Name/Number:</b>	NAME CHANGE ACRCPL 2016/NAME CHANGE ACRCPL 2016		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	This is not a PPA filing
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/24/2017

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	This is not a third party filing
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/24/2017

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/24/2017

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/24/2017